

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WISCONSIN

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UNITED STATES OF AMERICA,

Plaintiff,

v.

Case No. 16-cv-428-bbc

BRYAN M. MAAS, and  
BARRY HAGER, CUMBERLAND  
FAMILY DENTAL, S.C., KRINGLES  
CUSTOM COMBINING, LLC,  
LAKELAND COOPERATIVE,  
TRACTOR CENTRAL, LLC,

Defendants.

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**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

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The above-captioned matter having come before the Court to be heard, Honorable Barbara B. Crabb, United States District Judge for the Western District of Wisconsin, presiding without a jury, on September 28, 2016, the Plaintiff, United States of America ("Plaintiff"), having appeared by its attorney, the Office of the United States Attorney for the Western District of Wisconsin, and no appearance having been made on behalf of the Defendants herein except as may be noted on the record; and it appearing by the Declaration of Richard D. Humphrey, Assistant United States Attorney, Office of the United States Attorney, on file herein, that Defendants are in default; and it further appearing that due notice of the Application for Judgment by Default has been made to the Defendants, and that a Certificate of Service was filed

with the Clerk of the United States District Court for the Western District of Wisconsin; and the Court having heard arguments from Plaintiff's counsel, therefore makes and files the following Findings of Fact and Conclusions of Law constituting its decision in this action.

FINDINGS OF FACT

1. The allegations set forth in Plaintiff's complaint are proven true.
2. There is now due and unpaid on all Notes and Mortgages as of September 28, 2016, the following sums: *See Attachment A.*
3. No proceedings have been had at law or otherwise for the recovery of the sum secured by said Notes and Mortgages.
4. The mortgaged premises are described as follows:  
  
The Southwest Quarter of the Southeast Quarter of Section 36, Township 35 North, Range 13 West (in the Town of Cumberland) Barron County, Wisconsin, except Lot 1 of Certified Survey Map No. 5830, Volume 39, Page 90.
5. The real estate is so situated that it cannot be sold in parcels without injury to the interest of the parties, and a sale of the whole will be more beneficial to the parties hereto.
6. The remaining chattel secured by the promissory notes and security agreements is described in Attachment B attached hereto.
7. Notice of the pendency of this action was duly given on June 27, 2016, after the filing of the Complaint herein, by filing a Notice of Lis Pendens in the office of the Register of Deeds for Barron County, Wisconsin. This was done in the manner and

form required by law, after the filing of the complaint herein, and more than twenty (20) days prior to the trial or other resolution of this action.

8. The Defendants have not served an Answer or other response and the Clerk of Court has duly entered the default of said Defendants.

9. No other proceedings have been held at law or otherwise for the recovery of the sum secured by the promissory notes, security agreements, continuation statements, financing statements, and mortgages.

10. Plaintiff is entitled to immediate possession of the items of security on which the Farm Service Agency has a security interest, set out in the Complaint on file herein, as listed in Attachment B.

#### CONCLUSIONS OF LAW

1. Plaintiff is entitled to judgment of foreclosure of the secured chattel and premises in the usual form as prayed for in Plaintiff's Complaint in accordance with the above findings of fact.

2. Plaintiff is entitled to immediate possession of the items of security remaining in possession of the Defendant Bryan M. Maas, set out in Attachment B and in the Complaint on file herein.

3. The items of security may be sold individually or as a whole at a public or private sale, and the sale shall be conducted by or under the direction of the United States Marshal for the Western District of Wisconsin or the United States Department of Agriculture's Farm Service Agency.

4. That if necessary to secure possession of the chattel and premises, the Clerk of Court, upon application by Plaintiff, shall issue a Writ of Assistance.

5. The Defendants and all persons claiming under them subsequent to the filing of the notice of the pendency of this action be and hereby are forever barred and foreclosed of all right, title, interest, claim and equity of redemption in the chattel and mortgaged premises.

6. The mortgaged premises shall be sold as a whole.

7. The Defendants shall not be granted a right of redemption.

8. Sale of the premises shall be conducted by or under the direction of the United States Marshal for the Western District of Wisconsin. Notice of the sale shall be made by publication in Barron News-Shield, a newspaper published in the City of Barron, Barron County, Wisconsin.

9. Proceeds from the sale of the subject premises shall be paid first to satisfy Defendant Bryan M. Maas' debt to the United States as set forth in Attachment A, plus necessary costs and disbursements.

10. Any remaining proceeds from the sale of the subject premises shall be subject to further order of the Court.

11. Deficiency judgment is not being sought in this action.

Now, on application of Plaintiff United States of America,

IT IS THEREFORE ORDERED that foreclosure of said mortgages and security agreements in the usual form as provided by and in accordance with the above Findings of Fact and Conclusions of Law be entered in this action.

Dated this 28<sup>th</sup> day of September, 2016.

BY THE COURT:

Barbara B. Crabb

BARBARA B. CRABB

United States District Judge

*United States v. Bryan M. Maas, et al.*

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ATTACHMENT A

Notes and Mortgages

a.	Principal as of September 28, 2016	\$ 65,451.05
b.	Interest as of September 28, 2016	<u>\$ 8,337.14</u>
	Total as of September 28, 2016	<u>\$ 73,788.19</u>

Costs and Disbursements

c.	Filing of Notice of Lis Pendens	<u>\$ 35.00</u>
	Total Costs & Disbursements	<u>\$ 35.00</u>

**TOTAL AS OF SEPTEMBER 28, 2016** **\$ 73,823.19**

ATTACHMENT B  
UNITED STATES OF AMERICA V. BRYAN M. MAAS, et al.  
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LIST OF ITEMS OF SECURITY

- A. All crops, annual and perennial, and other plant or farm products now planted, growing or grown, or harvested or which were planted by Bryan M. Maas in Barron County, Wisconsin, after the Security Agreement was dated on January 1, 2009, or otherwise become growing or harvested crops or other plant products (1) within the one-year period or any longer period of years permissible under State law, or (2) at any time after the Security Agreement was dated on January 1, 2009, if no fixed maximum period is prescribed by State law, including crops and plant products now planted, to be planted or harvested by Bryan M. Maas in Barron County, Wisconsin.
- B. All farm and other equipment (except small tools and small equipment such as hand tools, power lawn mowers and other items of like type unless described below), and inventory, now owned or hereafter acquired by Defendant Bryan M. Maas, together with all replacements, substitutions, additions, and accessions thereto, including but not limited to the following:

ITEM NO.	QTY	DESCRIPTION	MANUFACTURER	SIZE AND TYPE	SERIAL OR MODEL NO.
1	1	Tractor	John Deere	2750	690849
2	1	Tractor	IH	450	6611
3	1	Skidsteer	Case	40XT	JAF0389544
4	1	Grain Drill	John Deere	8 Foot	
5	1	Cultipacker	Western	8 Foot	
6	1	Hay Tedder	H&S	7 Foot	2147
7	1	Hay Rake	John Deere	660	611981
8	1	Plow	IH	540 4x16	
9	2	Gravity Box	Bradford/Farm and Fleet	160 BU	
10	1	Field Cultivator	IH		
11	1	Elevator	Kewaunee	52'	102013
12	1	Haybine	John Deere	820	976071
13	1	H&S 20' Feeder Wagon	H&S	20'	49927
14	1	Feeder Wagon	H&S	20'	604618

15	1	Cattle Trailer	H&S	12	
16	1	Cultivator	IH	4 Row	
17	1	Corn Picker	New Idea	2 Row	

C. All livestock (except livestock and poultry kept primarily for subsistence purposes), fish, bees, birds, furbearing animals, other animals produced or used for commercial purposes, other farm products, and supplies, now owned or hereafter acquired by Defendant Bryan M. Maas, together with all increases, replacements, substitutions, and additions thereto, including but not limited to the following:

ITEM NO.	QTY	DESCRIPTION	BREED	COLOR
1	10	Dairy Cattle - Calves - Heifers		
2	6	Dairy Cattle - Brdg. - Heifers - Open - Long Yearling		
3	20	Cattle - Brdg. - Cows	Holstein	Black and White
4	12	Dairy Cattle - Brdg. - Heifers - Open	Holstein	Black and White
5	12	Dairy Cattle - Brdg. - Heif	Holstein	Black and White